


INVITATION TO BID STATE OF LOUISIANA LA DEPT OF PUBLIC SAFETY & CORRECT HQ-PURCHASING		BIDS WILL BE PUBLICLY OPENED: <div style="font-size: 1.2em; font-weight: bold;">DEC 28, 2009 02:00 PM</div>
<div style="border: 1px solid black; padding: 5px;"> =====> VENDOR NO. : SOLICITATION : 2237950 FILE NO. : OPENING DATE : 12/28/09 </div> <div style="border: 1px solid black; padding: 5px; min-height: 80px;"> =====> VENDOR NAME AND ADDRESS </div> <div style="text-align: center; font-weight: bold; margin-top: 20px;"> FILL IN VENDOR NUMBER (FEIN), NAME AND ADDRESS ABOVE, BEFORE SUBMITTING BID. </div>		PURCHASING AGENCY NO. : 400PUR <div style="font-weight: bold; margin-top: 20px;">SEE NO. 8 BELOW. RETURN BID TO</div> <div style="text-align: right; margin-right: 20px;">02:00 PM</div> <div style="margin-top: 10px;"> 2237950 12/28/09 </div> <div style="margin-top: 10px;"> HQ-PURCHASING PURCHASING/CORRECTIONS SERVICES P.O. BOX 94304 504 MAYFLOWER STREET BATON ROUGE, LA 70804-9304 </div> <div style="margin-top: 10px;"> BUYER : LYNN GODWIN, CPPB BUYER PHONE : (225) 342-6592 DATE ISSUED : 12/17/09 REQ. AGENCY : 811000 FOLD HERE--> <div style="text-align: center; font-weight: bold; margin: 5px 0;">PRISON ENTERPRISES</div> AGENCY REQ. NO. : 811-98419 ISIS REQ. NO. : 1329578 VENDOR PHONE : FISCAL YEAR : 10 CLASS/SUBCLASS : 39049 SCHEDULED BEGIN DATE : 00/00/00 SCHEDULED END DATE : 00/00/00 T-NUMBER : </div>
MEAT ITEMS, PORK PIECES - PE		
TO BE COMPLETED BY VENDOR		
1. _____ PLEASE REMOVE FROM THIS COMMODITY CODE. 2. _____ DELIVERY WILL BE MADE IN THIS NUMBER OF DAYS AFTER RECEIPT OF ORDER. 3. _____ % CASH DISCOUNT FOR PROMPT PAYMENT IF MADE WITHIN THIRTY (30) DAYS. CASH DISCOUNTS FOR LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS. ON INDEFINITE QUANTITY TERM CONTRACTS, CASH DISCOUNTS WILL BE ACCEPTED AND TAKEN BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS. 4. _____ BID BOND ATTACHED, _____ CERTIFIED CHECK ATTACHED, _____ OTHER, IF REQUIRED. 5. _____ BID REFERENCE NUMBER. (THIS NUMBER WILL APPEAR ON RESULTING ORDER OR CONTRACT).		
INSTRUCTIONS TO BIDDERS		
1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS. 2. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALED BY THE BIDDER. 3. THIS BID IS TO BE MANUALLY SIGNED IN INK. FOLD HERE--> 4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D" REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER. 5. AMOUNT OF BID BOND REQUIRED: _____ N/A _____ . 6. AMOUNT OF PERFORMANCE BOND, IF REQUIRED. _____ OR _____ 0% _____ OF BID. 7. DESIRED DELIVERY: _____ 005DAYS ARO 8. TO ASSURE CONSIDERATION OF YOUR BID, ALL BIDS AND ADDENDA SHOULD BE RETURNED IN AN ENVELOPE OR PACKAGE CLEARLY MARKED WITH THE BID OPENING DATE AND THE BID NUMBER, OR SUBMITTED IN THE SPECIAL ENVELOPE IF FURNISHED FOR THAT PURPOSE. 9. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION. 10. IMPORTANT: BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS AND SPECIFICATIONS, AND FURTHER CERTIFIES THAT THIS BID IS MADE WITHOUT COLLUSION OR FRAUD. THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.30). ALL BID INFORMATION SHALL BE MADE WITH INK OR TYPEWRITTEN.		
VENDOR PHONE NUMBER: FAX NUMBER:	TITLE	DATE
SIGNATURE OF AUTHORIZED BIDDER - SEE NO. 30, PAGE 3. (MUST BE SIGNED)	NAME OF BIDDER (TYPED OR PRINTED)	

STANDARD TERMS & CONDITIONS		INVITATION TO BID	
NUMBER : 2237950 OPEN DATE: 12/28/09 TIME: 02:00 PM T-NUMBER :		BIDDER:	PAGE 2
<p>11 ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE AND ADDRESS SHOWN ABOVE.</p> <p>12. CONFERENCE: NA NA NA</p> <p>13. BID FORMS. ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, MUST BE SUBMITTED ON, AND IN ACCORDANCE WITH, FORMS PROVIDED, PROPERLY SIGNED (SEE NO. 30). BIDS SUBMITTED IN THE FOLLOWING MANNER WILL NOT BE ACCEPTED: A. BID CONTAINS NO SIGNATURE INDICATING INTENT TO BE BOUND; B. BID FILLED OUT IN PENCIL; AND C. BID NOT SUBMITTED ON THE STATE'S STANDARD FORMS.</p> <p>BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED. TELEGRAPHIC AND FAX ALTERATIONS TO BIDS RECEIVED BEFORE BID OPENING TIME WILL BE CONSIDERED PROVIDED FORMAL BID AND WRITTEN ALTERATION HAVE BEEN RECEIVED AND TIME-STAMPED BEFORE BID OPENING TIME. ENTIRE BID SHOULD BE RETURNED, EXCEPT ITEM PAGES NOT BID.</p> <p>14. STANDARDS OF QUALITY. ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.</p> <p>15. DESCRIPTIVE INFORMATION. BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR STATE OF LOUISIANA TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATIONS SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEM(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.</p> <p>16. BID OPENING. BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING THE STATE OF LOUISIANA DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.</p> <p>17. AWARDS. THE STATE OF LOUISIANA RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUPED OR ON AN ALL-OR-NONE BASIS AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.</p> <p>18. PRICES . UNLESS OTHERWISE SPECIFIED BY THE STATE OF LOUISIANA IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH, BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.</p> <p>19. DELIVERIES. BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.</p> <p>20. TAXES. VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. STATE AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.</p>			

STANDARD TERMS & CONDITIONS		INVITATION TO BID	
NUMBER : 2237950 OPEN DATE: 12/28/09 TIME: 02:00 PM T-NUMBER :		BIDDER:	PAGE 3
<p>21. NEW PRODUCTS.</p> <p>UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.</p> <p>22. CONTRACT RENEWALS.</p> <p>UPON AGREEMENT OF THE STATE OF LOUISIANA AGENCY AND THE CONTRACTOR, A TERM CONTRACT MAY BE EXTENDED FOR 2 ADDITIONAL 12-MONTH PERIODS AT THE SAME PRICES, TERMS AND CONDITIONS. IN SUCH CASES, THE TOTAL CONTRACT TERM CANNOT EXCEED 36 MONTHS.</p> <p>23. CONTRACT CANCELLATION.</p> <p>THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE, INCLUDING BUT NOT LIMITED TO, THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT.</p> <p>24. DEFAULT OF CONTRACTOR.</p> <p>FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT. WHERE THE STATE HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE STATE RESERVES THE RIGHT TO PURCHASE ANY OR ALL PRODUCTS OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.</p> <p>25. ORDER OF PRIORITY.</p> <p>IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPECIAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.</p> <p>26. APPLICABLE LAW.</p> <p>ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.</p> <p>27. COMPLIANCE WITH CIVIL RIGHTS LAWS.</p> <p>BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION WITHOUT REGARD TO RACE, COLOR, RELIGION, SEXUAL ORIENTATION, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.</p> <p>28. SPECIAL ACCOMMODATION.</p> <p>ANY "QUALIFIED INDIVIDUAL WITH A DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.</p> <p>29. INDEMNITY.</p> <p>CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO INDEMNIFY, AND HOLD HARMLESS, THE STATE, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE STATE, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.</p> <p>30. SIGNATURE AUTHORITY.</p> <p>IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:</p> <ol style="list-style-type: none"> 1. A CURRENT CORPORATE OFFICER, PARTNERSHIP MEMBER OR OTHER INDIVIDUAL SPECIFICALLY AUTHORIZED TO SUBMIT A BID AS REFLECTED IN THE APPROPRIATE RECORDS ON FILE WITH THE SECRETARY OF STATE; OR 2. AN INDIVIDUAL AUTHORIZED TO BIND THE VENDOR AS REFLECTED BY A CORPORATE RESOLUTION, CERTIFICATE OR AFFIDAVIT; OR 3. OTHER DOCUMENTS INDICATING AUTHORITY WHICH ARE ACCEPTABLE TO THE PUBLIC ENTITY. 			

SPECIAL TERMS & CONDITIONS		INVITATION TO BID	
NUMBER : 2237950 OPEN DATE: 12/28/09 T-NUMBER :		BIDDER:	PAGE 4
<div><div></div><div>1 PREFERENCE. IN ACCORDANCE WITH LOUISIANA REVISED STATUTES 39:1595, A PREFERENCE NOT TO EXCEED TEN PERCENT (10%) MAY BE ALLOWED FOR PRODUCTS MANUFACTURED, PRODUCED, GROWN, OR ASSEMBLED IN LOUISIANA OF EQUAL QUALITY (SEVEN PERCENT (7%) IF MEAT, CATFISH, PRODUCE, EGGS, OR CRAWFISH FURTHER PROCESSED).</div><div>DO YOU CLAIM THIS PREFERENCE? YES_____</div><div>SPECIFY APPLICABLE PREFERENCE PERCENTAGES AND LINE NUMBERS AND GIVE LOCATION WITHIN LOUISIANA WHERE PRODUCT IS MANUFACTURED, PRODUCED, GROWN, ASSEMBLED, OR FURTHER PROCESSED.</div><div>7% / LINE NOS:_____ LOCATION:_____</div><div>_____</div><div>10% / LINE NOS:_____ LOCATION:_____</div><div>_____</div><div>(NOTE: IF MORE SPACE IS REQUIRED, INCLUDE ON SEPARATE SHEET.)</div><div>DO YOU HAVE A LOUISIANA BUSINESS WORKFORCE? YES_____ NO_____</div><div>IF SO, DO YOU CERTIFY THAT AT LEAST FIFTY PERCENT (50%) OF YOUR LOUISIANA BUSINESS WORKFORCE IS COMPRISED OF LOUISIANA RESIDENTS?</div><div>YES_____ NO_____</div><div>FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES. PREFERENCES SHALL NOT APPLY TO SERVICE CONTRACTS.</div></div> <div><div></div><div>2 ALL PRODUCT MUST HAVE THE PROCESSED DATE STAMPED ON THE BOX. PRODUCT MUST HAVE A MINIMUM OF 90 DAYS "BEST BY" DATE FROM DATE OF DELIVERY TO WAKEFIELD OR EXPIRATION DATE NOT TO EXCEED 90 DAYS FROM DATE OF DELIVERY TO WAKEFIELD.</div></div> <div><div></div><div>3 THE LOUISIANA DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONS, CORRECTIONS SERVICES, RESERVES THE RIGHT TO REPURCHASE THE ABOVE ITEM(S) FOR STATEWIDE DELIVERY FROM THE DATE OF THE ORIGINAL PURCHASE ORDER, AT THE SAME PRICE, TERMS, AND CONDITIONS SHOWN FOR A PERIOD OF:</div><div>_____ 3 MONTHS</div><div>_____ 6 MONTHS</div><div>_____ 9 MONTHS</div><div>_____ 1 YEAR</div><div>ACCEPTANCE OF ONE OF THE REPURCHASE OPTIONS IS INDICATED BY</div></div>			

SPECIAL TERMS & CONDITIONS		INVITATION TO BID	
NUMBER : 2237950 OPEN DATE: 12/28/09 TIME: 02:00 PM T-NUMBER :		BIDDER:	PAGE 5

VENDOR'S INITIALS IN ONE OF THE SPACES ABOVE. PLEASE INITIAL ONLY ONE SPACE.

4

PUBLICIZING AWARDS. IN ACCORDANCE WITH L.A.C. 34: I.535, UNSUCCESSFUL BIDDERS WILL BE NOTIFIED OF THE AWARD PROVIDED THAT THEY SUBMIT A SELF-ADDRESSED STAMPED ENVELOPE OR EMAIL ADDRESS REQUESTING THIS INFORMATION. VENDORS MAY ALSO VIEW AWARD INFORMATION ONLINE AT: [HTTP://WWWPRD.DOA.LOUISIANA.GOV/OSP/LAPAC/PUBMAIN.ASP](http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp)

5

BIDDERS ARE REQUESTED TO BID PACKAGING AND PORTION SIZES AS SPECIFIED. HOWEVER, IF ALTERNATES TO THE PACKAGING OR PORTION SIZES ARE PROPOSED, THEY SHOULD BE AS CLOSE AS POSSIBLE TO THOSE SPECIFIED. UNLESS REQUESTED OR OTHERWISE SPECIFIED, BULK PACKAGING IS NOT ACCEPTABLE. QUANTITIES PER PACKAGE WHICH ARE GREATER THAN SPECIFIED MAY BE CONSIDERED BULK PACKAGING AND MAY BE CAUSE FOR REJECTION.

DEPT OF CORRECTIONS, PRISON ENTERPRISES RESERVES THE RIGHT TO ACCEPT OR REJECT ALTERNATE PACKAGING OR PORTION SIZES BASED ON FACTORS FACTORS NOT LIMITED TO, STORAGE LIMITATIONS AT THE FACILITY; PRODUCT SHELF LIFE, DIETARY REQUIREMENTS ON PORTIONS, ETC.; DELIVERY SCHEDULES DELIVERY SCHEDULES SPECIFIED; DISTRIBUTION REQUIREMENTS; INTERNAL/EXTERNAL PACKAGING SPECIFICATIONS; AND CANTEEN RESALE CONSIDERATIONS.

6

PRICES ARE TO BE BID IN THE UNIT OF MEASURE REQUESTED (PER ROLL, PER REEL, PER CARTON, PER GALLON, ETC.).

7

PACKAGE MARKINGS: PACKAGES MUST BE MARKED WITH THE BRAND AND NUMBER OF THE PRODUCT AND SUCH OTHER INFORMATION AS SIZES, TYPES, QUANTITY, USE INSTRUCTION, ETC. WHICH HELPS THE END USER IN USING THE PRODUCT CORRECTLY.

8

IN THE EVENT A GREATER QUANTITY IS NEEDED, THE RIGHT IS RESERVED BY THE STATE OF LOUISIANA TO INCREASE THE AMOUNT, AT THE UNIT PRICE STATED IN THE BID.

9

ALL ITEMS FURNISHED UNDER THIS CONTRACT MUST BE IN COMPLIANCE WITH USDA (UNITED STATES DEPT. OF AGRICULTURE) AND FDA (FOOD AND DRUG ADMINISTRATION) REQUIREMENTS AND LAWS INCLUDING LABELING REQUIREMENTS.

10

DELIVERY LOCATION:

WAKEFIELD MEAT PLANT
 HWY 61 N
 WAKEFIELD, LA 70784

SPECIAL TERMS & CONDITIONS		INVITATION TO BID	
NUMBER : 2237950 OPEN DATE: 12/28/09 T-NUMBER :	TIME: 02:00 PM	BIDDER:	PAGE 6

DELIVERY INSTRUCTIONS:

SUCCESSFUL VENDOR MUST CONTACT WAKEFIELD PLANT MANAGER 24 HOURS PRIOR TO DELIVERY TO SCHEDULE AN APPOINTMENT AT 225 342-6793 OR 225 635-0368. PRISON ENTERPRISES RESERVES THE RIGHT TO REJECT UNSCHEDULED DELIVERIES.

*DELIVERY HOURS: MONDAY - THURSDAY (EXCEPT HOLIDAYS)
7:00 AM - 1:00 PM*

****** NO FRIDAY DELIVERIES ******

DELIVERY SHOULD BE MADE IN REFRIGERATED TRUCKS EQUIPPED TO MAINTAIN ADEQUATE TEMPERATURE ON ALL PRODUCTS BEING DELIVERED.

TIMELY DELIVERY OF ALL ORDERS IS IMPERATIVE. IF A VENDOR CANNOT MEET ANY DELIVERY, IT IS THE VENDOR'S RESPONSIBILITY TO CONTACT WAKEFIELD PLANT MANAGER @ 225 342-6793 OR 225 635-0368 TO SECURE A MUTUALLY AGREEABLE EXTENSION. FAILURE TO DELIVER AS PROMISED, WILL BE CONSIDERED A DEFAULT BY THE VENDOR.

IN THE EVENT AN EXTENSION CANNOT BE AGREED UPON, THE ORDER MAY BE CANCELLED. ADDITIONALLY, PER TERMS OF THE CONTRACT, DEFAULTING VENDOR MAY BE SURCHARGED ANY INCREASED COST RESULTING FROM FAILURE TO DELIVER.

DELIVERY SHOULD BE MADE IN REFRIGERATED TRUCKS EQUIPPED TO MAINTAIN ADEQUATE TEMPERATURE ON ALL ITEMS BEING DELIVERED.

*11 ***** DEPT. OF AGRICULTURE GRADING AND CERTIFICATION PROGRAM ******

R.S. 39:2101, MANDATES THAT ALL STATE AGENCIES, STATE INSTITUTIONS AND LOCAL SCHOOL DISTRICTS WHICH OPERATE FOOD SERVICE FACILITIES FOR STUDENTS, PATIENTS OR INMATES UTILIZE ONLY THOSE MEAT, POULTRY AND SEAFOOD PRODUCTS THAT HAVE MET ALL LOUISIANA DEPARTMENT OF AGRICULTURE AND FORESTRY (LDAF) REQUIREMENTS FOR GRADING & CERTIFICATION PROGRAM. FOR MORE INFORMATION AND/OR QUESTIONS ON THE LDAF GRADING & CERTIFICATION PROGRAM AND FEES, CONTACT CAROLYN PATIN-JONES OR JIM JENKINS FOR MEAT AND SEAFOOD AT (225) 922-1358, AND ROBERT BABIN FOR POULTRY AND EGGS AT (225) 925-3772.

FOR DELIVERY OF NON-COMPLIANT PRODUCTS TO THOSE INSTITUTIONS THAT HAVE BEEN GRANTED THE AUTHORITY BY LDAF TO SELF-CERTIFY THEIR MEAT, POULTRY AND SEAFOOD PRODUCTS, THE FOLLOWING PENALTIES AND FEES WILL APPLY:

- 1. IF THE PRODUCT IS IN NON-COMPLIANCE AND IT IS NECESSARY FOR THE ENTITY TO USE THE PRODUCT, THE SUPPLIER WILL BE CHARGED IN ACCORDANCE WITH LDAF RULES AND REGULATIONS LAC 7:V.513, AND FOLLOWING. THIS ASSESSMENT WILL COUNT AS ONE (1) VIOLATION.*
- 2. IF THE PRODUCT IS IN NON-COMPLIANCE AND IS REJECTED AND RETURNED, NO CHARGES WILL BE ASSESSED TO THE SUPPLIER; HOWEVER, THIS WILL ALSO COUNT AS ONE (1) VIOLATION.*

SPECIAL TERMS & CONDITIONS		INVITATION TO BID	
NUMBER : 2237950 OPEN DATE: 12/28/09 T-NUMBER :		BIDDER:	PAGE 7
<div><div></div><div><div>3. IF A SUPPLIER RECEIVES THREE (3) VIOLATIONS IN ANY GIVEN QUARTER, IT WILL BE NECESSARY FOR LDAF TO INSPECT ALL OF THE SUPPLIER'S PRODUCTS BEFORE SHIPMENT. THE SUPPLIER WILL BE CHARGED IN ACCORDANCE WITH LDAF RULES AND REGULATIONS LAC7:V.513, AND FOLLOWING.</div><div>THIS PROVISION IS HEREBY MADE PART OF ANY SUBSEQUENT CONTRACT FOR MEAT, POULTRY (INCLUDING EGGS), AND SEAFOOD PRODUCTS.</div><div>*****</div><div>THE ORDERING AGENCY, PRISON ENTERPRISES, WITH AUTHORIZATION FROM AND UNDER THE SUPERVISION OF THE LA DEPT OF AGRICULTURE, WILL CONDUCT SELF-CERTIFICATION INSPECTION OF THE PRODUCTS RECEIVED ON THIS BID IN ORDER TO COMPLY WITH THE ABOVE MANDATE.</div><div>*****</div></div></div>			

PRICE SHEET		INVITATION TO BID			
NUMBER : 2237950 OPEN DATE : 12/28/09 TIME: 02:00 PM T-NUMBER :		BIDDER:			PAGE 8
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
00001	<p>UNLESS SPECIFIED ELSEWHERE SHIP TO: PRISON ENTERPRISES PRISON ENTERPRISES WAKEFIELD MEAT PLANT HWY 61 NORTH WAKEFIELD , LA 70784</p> <p>COMMODITY CODE: 390-49-000000</p> <p>=====</p> <p>YOUR RESPONSE TO THIS SOLICITATION MAY BE SUBMITTED BY FAX TO LYNN GODWIN AT 225-342-6593. THE BID MUST BE SIGNED & RECEIVED PRIOR TO THE BID OPENING DATE & TIME.</p> <p>=====</p> <p>*****</p> <p>ALL PRODUCT MUST HAVE THE PROCESSED DATE STAMPED ON THE BOX. PRODUCT MUST HAVE A MINIMUM OF 90 DAYS "BEST BY" DATE FROM DATE OF DELIVERY TO WAKEFIELD OR EXPIRATION DATE NOT TO EXCEED 90 DAYS FROM DATE OF DELIVERY TO WAKEFIELD</p> <p>*****</p> <p>PORK SMOKED HAM ENDS AND PIECES:</p> <p>FULLY COOKED, SOLID MUSCLE, PRE-SLICED CRYOVAC PACKAGING, FROZEN PACKAGED: 40 LBS PER CASE</p> <p>REQUESTED DELIVERY:</p> <p>TOTAL QUANTITY TO BE DELIVERED ON OR BY JANUARY 12, 2010</p> <p>SPECIFY DELIVERY:_____</p> <p>SPECIFY LBS PER CASE:_____</p>	15000	LB	_____	_____